

**STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (DOA)  
PROPOSER'S QUESTIONS AND DOA RESPONSES - RFP No. 455-005**

	<b>RFP Section/ Appendix No.</b>	<b>Page No.</b>	<b>Request for Clarification and/or Question</b>
Question #1	Section B1	4	Will the state consider buildings over 2-3 stories in a multi-tenant facility?
Answer #1			Buildings over three stories will not be considered. Two-three story Multi-tenant facilities with limited shared spaces or co-location with other public safety, research or scientific organizations will be considered subject to a co-tenancy lease provision which would require DOJ approval of existing and future co-tenants adjacent to the crime laboratory facility. Please refer to the RFP for additional guidance.
Question #2	Section B2	4	Is below building parking acceptable?
Answer #2			Yes. <u>Onsite</u> parking requirements may be accomplished through the use of surface parking, above-ground (attached or detached) and/or underground parking, including parking beneath the building.
Question #3	Appendix 2	17	Within the RFP, it is stated that Level 2 Commissioning will be required for this project and that third-party commissioning to be mutually agreed upon and cost shared. What percent is the cost shared?
Answer #3			Cost share will be determined by the negotiated mutual agreement.
Question #4	Appendix 2	20	Is secured employee parking that requires crossing a public way be acceptable?
Answer #4			Yes, as long as the use of the crossing is exclusive to the users of this facility and secured (e.g., an overhead, enclosed pedestrian crossing).
Question #5	Appendix 2	21	Are there any setback requirements or perimeter hardening requirements?
Answer #5			Please refer to the RFP for all setback and perimeter guidance.
Question #6	Appendix 2	24	Define any code compliance requirement for Tornado shelter.
Answer #6			Please refer to Appendix 2, Technical Specifications and Design Guidelines of the RFP and Wisconsin Adopted 2015 International Building Code (IBC).
Question #7	Appendix 2	35	Will a central plant/campus based chilled and steam service be acceptable in lieu of building provided systems provided the redundancy is met?
Answer #7			If the specific MEP redundancies are met, a central plant/campus system is acceptable. However, a fully self-contained and self-sufficient system, complete with redundant, backup power generation is preferable.

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Question #8	Section A Scope of Project	3 & 4	1) Would Lessee go into an existing building with existing tenants if those existing tenants are general office tenants? 2) What is the notice period for Lessee to exercise its renewal options? Or does the Lessor propose notice period in the response?
Answer #8			1) Please refer to the RFP. Any and all tenants within a multi-tenant building, must be subject to the review and approval of DOJ. 2) 365-days written notice. This notice period is not contained in the RFP and/or related documents. Lessor/Proposers should not propose a notice period.
Question #9	Section A Scope of Project and Appendix 9	4 & 227	Scope of Project provides for a modified gross lease with annual reconciliations for utilities and real estate taxes. Appendix 9 link to the Gross Lease Template provides for a gross lease without the annual reconciliations. Can the Lessor modify the language in the gross lease template to conform to the RFP?
Answer #9			The Gross Lease Template is the general lease template used by the State of Wisconsin and is the starting point for the development of its private sector leases. Specific lease terms outlined in the RFP, along with other negotiated lease terms will be incorporated into the final lease document. This final lease will be a "modified" gross lease which will require an annual reconciliation to actual costs for utilities and real estate taxes.
Question #10	Schedule I Paragraph 18	232	1) Why would the rent credit begin in the second year of the initial lease term, with the annual 1.75% increases, when the Lessee is not able to request the work until year 11? 2) Need clarification on the 13 <sup>th</sup> month. Is Lessee's execution of the renewal option under Paragraph 5 of the Gross Lease Template deemed to be the date that the Lessee gives the Lessor notice that they are exercising the renewal option? 3) Can the Lessor add a provision that Lessee requests carpet replacement and/or repainting between year 11 and year 15 of the initial term, so that there are 5 years remaining in the initial lease term. 4) What if Lessee doesn't execute its renewal option? 5) What if the Lessee doesn't request the Lessor to re-carpet and/or re-paint? How will it be determined that the Lessor didn't chose on its own not to perform the work if the work was never requested?

Answer #10			<ol style="list-style-type: none"> <li>1) The rent credit for carpeting and paint is expressed in estimated current costs. In order for the rent to maintain pace with inflation, the credit is tied to the annual escalator.</li> <li>2) No. Lessee's notice to recarpet and/or repaint must be provided to Lessor within the 11<sup>th</sup> year of the lease term. If Lessee fails to provide such notice, then recarpeting and repainting of the Premises shall be foregone and Lessor shall provide a rent credit equal to amounts per rentable square foot contained in Paragraph 18 and as inflated by the annual escalator of 1.75%.</li> <li>3) No. The exercise of the First Renewal Term effectively provides the Lessor with an additional five years of firm lease term. Neither the Initial Lease Term nor the First Renewal Term are impacted by Lessee's notice to recarpet and/or repaint the Premises.</li> <li>4) Exercise of the First Renewal Term must occur prior to the start of Year 10 of the Initial Lease Term. Lessee's notice to Lessor for recarpeting and/or repainting is mutually exclusive of Lessee's exercise of the First Renewal Term.</li> <li>5) Recarpeting and/or repainting is solely at the discretion of the Lessee. Should Lessee elect not to provide notice to Lessor, Lessor will be required to provide a rent credit, as determined above. However, should Lessee provide notice, Lessor shall be obligated to perform recarpeting and/or repainting, as provided by the lease.</li> </ol>
Question #11	Appendix IV Gross Lease Template	2	Need confirmation that for the month of July for each lease year in the initial and renewal terms that the monthly rent installment will be paid on or before July 15 instead of in advance on the first day of July?
Answer #11			The due date for July rent will be the 15 <sup>th</sup> day instead of in advance on the first day of July.
Question #12	Appendix IV Gross Lease Template	6	In the event of water damage, can exceptions be made if it's not possible for the materials to completely dry within 48 hours due to the composition of the materials?
Answer #12			Deviation from the language contained in the standard Gross Lease template will depend on the unique circumstances surrounding the selected facility/proposal and the related lease negotiations. Specific lease terms outlined in the RFP, along with other negotiated lease terms will be incorporated into the final lease document.
Question #13	Appendix IV Gross Lease Template	8	<ol style="list-style-type: none"> <li>1) In the event of partial destruction of the Premises, can the Lessor add a provision that Lessee shall not have the right to terminate if the restoration work is not completed within 60 days provided the Lessor has commenced the restoration work and the work is diligently pursued by Lessor?</li> <li>2) If Lessee elects to terminate the Lease in the event of partial destruction of the Premises, what is the time period for Lessee's notice to Lessor to exercise Lessee's termination right?</li> </ol>

Answer #13			<p>1) Deviation from the language contained in the standard Gross Lease template will depend on the unique circumstances surrounding the selected facility/proposal and the related lease negotiations. Specific lease terms outlined in the RFP, along with other negotiated lease terms will be incorporated into the final lease document.</p> <p>2) Deviation from the language contained in the standard Gross Lease template will depend on the unique circumstances surrounding the selected facility/proposal and the related lease negotiations. Specific lease terms outlined in the RFP, along with other negotiated lease terms will be incorporated into the final lease document.</p>
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Question #14	Paragraph 14 Gross Lease Template	10	Lessee's right to terminate the lease at any time if it loses its funding upon 60 days advance notice is unacceptable to the Lessor. Would Lessee agree to pay a termination penalty and unamortized portion of construction costs if Lessee exercises this termination right??
Answer #14			The funding provision as written in the Gross Lease template cannot be modified. However, to date, this provision has never been used to terminate a lease.
Question #15	Paragraph 21 Gross Lease Template	12	<p>1) Can the Lessor add provisions for force majeure?</p> <p>2) Can the Lessor require the Lessee to give Lessor 30 days advance written notice prior to contracting for any construction of improvements and deductions from rent?</p>
Answer #15			<p>1) Deviation from the language contained in the standard Gross Lease template will depend on the unique circumstances surrounding the selected facility/proposal and the related lease negotiations. Specific lease terms outlined in the RFP, along with other negotiated lease terms will be incorporated into the final lease document.</p> <p>2) Deviation from the language contained in the standard Gross Lease template will depend on the unique circumstances surrounding the selected facility/proposal and the related lease negotiations. Specific lease terms outlined in the RFP, along with other negotiated lease terms will be incorporated into the final lease document.</p>
Question #16	RFP and Gross Lease Template	General question	If there is a discrepancy or contradiction between a requirement of the RFP and a requirement of the Gross Lease Template, which one governs?
Answer #16			The final, executed lease document will be the controlling document. Any currently existing discrepancies between the RFP and the Gross Lease Template will be resolved prior to the execution of the lease.
Question #17	Appendix 1, Paragraph 1	15	Is there a preferred area within the area boundaries? West of downtown? South of downtown? Third Ward, etc.?
Answer #17			The RFP contains both a Mandatory Area (Milwaukee County or Eastern Waukesha County) and a Preferred Area (see Map and boundary description on Page 15 of RFP). There are no locations within the Preferred Area that would receive additional preference.